



PRODUCT SPECIFIC LICENSE TERMS

Sybase 365® Mobiliser Platform (Perpetual) (all editions, all platforms) ("Program")

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program may contain or be provided with component software products from both Sybase and third parties. Except as set forth below, use of all components is limited to use in the same manner and capacity for which the Program as a whole is licensed. Additional licenses for Sybase components may be available from Sybase for a fee.

To the extent one or more of the Mobiliser Platform Add-On Programs are licensed by Customer, which will be indicated in the applicable Order and requires the payment of an additional license fee, those Add-On Programs shall be subject to these Product Specific License Terms and shall only be used with the Mobiliser Platform. The Mobiliser Platform Add-On Programs are Sybase 365 Banking Mobiliser, Sybase 365 Payment Mobiliser, Sybase 365 Remittance Mobiliser, Sybase 365 Top-Up Mobiliser, Sybase 365 SmartPhone Mobiliser, and Sybase 365 Reporting Mobiliser.

I. Right to Operate a Transaction Service. Notwithstanding any language in the Agreement to the contrary, Sybase grants to Customer a non-exclusive, non-transferable license to make and Use the Primary Copy of the Program (and make and Use each licensed Secondary Copy) for the purpose of operating and maintaining a single Transaction Service under Customer's own brand or trademark. A "Transaction Service" is a hosted software delivery model in which the Customer hosts and operates the Program and grants access to/use of the functionality of the Program to third party users of the service (i.e., non-employees) (the "End User(s)") via a public or private network, or other communication protocol/modality supported by the Program (e.g., the Internet, a wireless carrier network, etc.). Access to the Program by End Users of the Transaction Service shall only be indirect (i.e., via a network connection), and all restrictions in the Agreement against transfer, distribution, or disclosure of the Program(s) to third parties shall apply. For the Program, the quantity and license type usage limitations referenced in Section 2.1 of the Agreement are as follows: Customer may install, host and Use the Program at the location identified in the Order on the number of Servers reasonably necessary to operate and maintain the Transaction Service. Customer may not use the Program for its own internal business purposes.

II. Support and Technical Services. Sybase will provide Support to Customer as set forth in Section 4 of the Agreement. However, for purposes of clarification, the parties acknowledge and agree that the responsibility for providing customer service and technical support to End Users shall solely be the responsibility of Customer.

III. Operation of Program with Telecommunications Networks. This Program is designed to be used and to operate on or with the Internet and other telecommunications networks, all of which are subject to failures and errors caused by the operation or failure of, or defects therein. Any data transmitted over these telecommunications networks, even when transmitted with security protections, is subject to possible access, modification, diversion, corruption and disclosure by unintended parties. In no event shall Sybase be liable for or as a result of any such failures, errors, access, modifications, diversions or disclosures. This Program requires a connection between the End User and server hosting the Program. Except as otherwise expressly agreed in writing, Customer (and/or the End User) is solely responsible, at its own expense, for establishing and maintaining the equipment, software, facilities, and connectivity between the End User (or End User device) and the Server hosting the Program.

IV. Compliance with Banking Laws. Customer shall be solely responsible for its compliance with all applicable local, state, federal, national, and international banking, thrift, electronic fund transfer, and securities laws and regulations in conjunction with its use of the Program and the operation of the Transaction Service, including but not limited to interstate banking regulations, and all rules, regulations and orders of any bank or thrift regulatory

authority or body or any court (collectively, “Banking Laws”), and Sybase shall have no responsibility or obligation with regard to Banking Laws.

V. SmartPhone Mobiliser. Use of the SmartPhone Mobiliser Program requires the open source development framework PhoneGap, which is available at <http://www.phonegap.com/>. PhoneGap is not manufactured, packaged, or distributed by Sybase, and Sybase is in no way responsible for obtaining PhoneGap on behalf of Customer, or for the terms and conditions under which it is obtained by Customer. The SmartPhone Mobiliser Program may be used by Customer internally to customize, develop, and test client applications for use with the Mobiliser Platform, and binary versions of client applications developed using the SmartPhone Mobiliser Program may be distributed to End Users for use with the Transaction Service. Customer is responsible for any and all aspects of distribution of any client applications developed using SmartPhone Mobiliser, including, without limitation, compliance with any requirements imposed by mobile platform providers (e.g., Apple iOS, Google Android, etc.).

VI. Free Download Components. The Program, including any Developer Components and Restricted Use Components provided with it, may include certain third party open source and other free download components (“Free Download Components”). You may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licenses and third party-required notices for the Program are identified at <http://www.sybase.com/thirdpartylegal> (third party licenses and notices for Free Download Components included as part of the Developer Components and Restricted Use Components are identified under the names of those products). Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase alone, and not by the third party licensors of the Free Download Components.

A. FURTHER DISCLAIMER OF WARRANTIES AND LIABILITIES. The Free Download Components are provided “AS IS” by the third party licensors, who disclaim all liabilities, damages (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the Free Download Components. Nothing in the foregoing affects any performance warranty provided by Sybase with regard to the Program as a whole.

B. DISCLAIMER OF INDEMNITIES. The Free Download Components are excluded from any indemnity provided by Sybase or its subsidiaries in the Agreement.